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Federal Communications Commission  
Office of Secretary

Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554

In the Matter of	)	EB Docket No. 03-96
	)	
	)	File No. EB-02-TC-119
	)	
NOS Communications, Inc.,	)	Acct. No. 200332170003
Affinity Network Incorporated and	)	
NOSVA Limited Partnership	)	FRN No. 0004942538

**ENFORCEMENT BUREAU'S REQUEST FOR  
ADMISSION OF FACTS AND GENUINENESS OF DOCUMENTS**

The Enforcement Bureau, pursuant to section 1.246 of the Commission's Rules, 47 C.F.R. § 1.246, hereby requests that, within ten (10) days of service of this request, NOS Communications, Inc., ("NOS"), Affinity Network Incorporated ("ANI"), NOSVA Limited Partnership ("NOSVA"), and the principals of NOS, ANI and NOSVA admit to the truth of the following facts and genuineness of the attached documents, as set forth in the following numbered paragraphs. Each response shall be labeled with the same number as the subject admission request and shall be made under oath or affirmation of the person providing the response. NOS/ANI, as defined below, is reminded that "[a] denial shall fairly meet the substance of the requested admission, and when good faith requires that a party deny only a part or a qualification of a matter of which an admission is requested, he shall specify so much of it as true and deny only the remainder." 47 CFR § 1.246(b).

**Definitions**

For this document, the following definitions apply:

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List A B C D E

“NOS/ANI” means NOS Communications, Inc., any affiliate, d/b/a, predecessor-in-interest, parent company, wholly or partially owned subsidiary, successor-in-interest or other affiliated company or business, including, but not limited to, Affinity Network Incorporated, NOSVA Limited Partnership, International Plus, O11, INETBA, Internet Business Association, I-Vantage, HorizonOne Communications, QuantumLink Communications, and CierraCom Systems, and all directors, officers, employees, shareholders or agents, including consultants and any other persons working for or on behalf of any of the foregoing during the period December 2001 through May 2003.

“InterLATA Service” means telephone service from one local access transport area to another; it is generally referred to as “long distance” service.

“IntraLATA Service” means telephone service within a local access transport area; it is generally referred to as “local” service.

The “Act” means the Communications Act of 1934, as amended.

“MCI/WorldCom” means MCI Worldcom Network Services, Inc., Worldcom, Inc., MCI Worldcom, Inc., and any of its predecessors-in-interest, parent companies, wholly or partially owned subsidiaries, successors-in-interest or other affiliated companies or businesses.

“Winback” means a common carrier’s attempt to regain the business of a customer who was once a customer of that common carrier but has since chosen another common carrier as the customer’s telephone service provider. “Winback call” means a common carrier’s telephone solicitation of a former customer for the purpose of winning back that customer.

“LOA” means letter of authorization or letter of agency.

“PIC Freeze” means a preferred carrier freeze, preventing changes in a subscriber’s preferred carrier selection absent express consent from the subscriber who requested the freeze, as defined in section 64.1190(a) of the Commission’s Rules, 47 C.F.R. § 64.1190(a).

“NOS/ANI Management” means at least any one NOS/ANI director, officer, manager, branch manager, supervisor, including, but not limited to, Joseph Koppy, Robert Lichtensten, Michael Arnau, Rosetta Delug, a representative of the Rosetta Delug Family Trust, Karol Frodsham, or David Martinez.

### **Admissions**

1. NOS/ANI operates as a common carrier under Title II of the Act.
2. NOS/ANI has operated as a common carrier under Title II of the Act since 1989.
3. NOS Communications, Inc. is a Maryland corporation with a registered address at Suite 508, 6110 Executive Boulevard, Rockville, MD 20852.
4. NOS also conducts business under the following business names:  
International Plus, O11, INETBA (or Internet Business Association), and I-Vantage.
5. ANI is a California corporation with a registered address at 4380 Boulder Highway, Las Vegas, NV 89121.
6. ANI also conducts business under the following business names: HorizonOne Communications (“HorizonOne”) and QuantumLink Communications (“QuantumLink”).

7. NOSVA is a Maryland corporation with a registered address at 6701 Democracy Boulevard, Suite 811, Bethesda, MD 20817.
8. NOSVA also conducts business under the following business name:  
CierraCom Systems.
9. NOS/ANI is a switchless reseller of MCI/WorldCom long distance service.
10. NOS/ANI is a switchless reseller of local service in certain states.
11. NOS/ANI's customers are primarily businesses.
12. NOS/ANI's customers are primarily small and medium-sized companies.
13. All of the entities identified in Requests For Admission ("RFA") 1-8 share the same office space.
14. All of the entities identified in RFA 1-8 share the same employees.
15. All of the entities identified in RFA 1-8 have in common the same directors.
16. All of the entities identified in RFA 1-8 have in common the same officers.
17. All of the entities identified in RFA 1-8 have in common the same shareholders.
18. At some time during the period December 2001 to the present, Joseph Koppy was an officer of NOS.
19. At some time during the period December 2001 to the present, Joseph Koppy was an executive of ANI.
20. At some time during the period December 2001 to the present, Joseph Koppy was an officer of NOSVA.
21. At some time during the period December 2001 to the present, Robert Lichtensten was an officer of NOS.

22. At some time during the period December 2001 to the present, Robert Lichtensten owned 50% of the capital stock of NOS.
23. At some time during the period December 2001 to the present, Robert Lichtensten was an executive of ANI.
24. At some time during the period December 2001 to the present, Robert Lichtensten was an executive of NOSVA.
25. At some time during the period December 2001 to the present, Michael Arnau was an officer of NOS.
26. At some time during the period December 2001 to the present, Michael Arnau was an executive of ANI.
27. At some time during the period December 2001 to the present, Michael Arnau was an executive of NOSVA.
28. At some time during the period December 2001 to the present, Michael Arnau was an officer of NOSVA.
29. At some time during the period December 2001 to the present, Rosetta Delug or the Rosetta Delug Family Trust was a director of NOS.
30. At some time during the period December 2001 to the present, Rosetta Delug or the Rosetta Delug Family Trust owned 50% of the capital stock of NOS.
31. At some time during the period December 2001 to the present, Rosette Delug or another representative on behalf of the Rosetta Delug Family Trust was an executive of NOSVA.
32. At some time during the period December 2001 to the present, Karol Frodsham was a director of NOS.

33. At some time during the period December 2001 to the present, Karol Fordsham was an executive of NOSVA.
34. NOS, ANI, and NOSVA are alter egos.
35. During the period December 2001 through September 2002, section 201(b) of the Act<sup>1</sup> required that “[a]ll charges, practices, classifications, and regulations for and in connection with such communication service, shall be just and reasonable, and any such charge, practice, classification, or regulation that is unjust or unreasonable is hereby declared to be unlawful.”
36. During the period December 2001 through September 2002, section 258(a) of the Act<sup>2</sup> prohibited a common carrier from executing “a change in a subscriber’s selection of a provider of telephone exchange service or telephone toll service except in accordance with such verification procedures as the Commission shall prescribe.”
37. During the period December 2001 through September 2002, section 64.1120(c) of the Commission’s Rules<sup>3</sup> prohibited NOS/ANI from submitting an order to change a subscriber’s carrier except where the order was confirmed in accordance with prescribed procedures, including the subscriber’s execution of a written or electronically authorization.
38. During the period December 2001 through September 2002, section 64.1130 of the Commission’s Rules<sup>4</sup> permitted a carrier to submit an order to switch a

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<sup>1</sup> 47 U.S.C. § 201(b).

<sup>2</sup> 47 U.S.C. § 258(a).

<sup>3</sup> 47 C.F.R. § 64.1120(c).

<sup>4</sup> 47 C.F.R. § 64.1130.

subscriber's carrier using a written letter of agency ("LOA") signed by the subscriber authorizing the switch.

39. During the period December 2001 through September 2002, the use of misleading statements and intentional misrepresentation to obtain an LOA violated section 258 of the Act.<sup>5</sup>
40. During the period December 2001 through September 2002, the use of misleading statements and intentional misrepresentation to obtain an LOA violated sections 64.1120(c) and 64.1130 of the Commission's Rules.<sup>6</sup>
41. During the period December 2001 through September 2002, the use of misleading statements and intentional misrepresentation to obtain an LOA violated section 201(b) of the Act.<sup>7</sup>

Robert Faulkner Affidavit

42. Robert Faulkner was employed by NOS/ANI at 4380 Boulder Highway, Las Vegas, NV 89121 from October 1996 to April 2002.
43. Mr. Faulkner's last title as an employee of NOS/ANI was Executive Director of Accounts Receivables and Collection.
44. As Executive Director of Accounts Receivable and Collections, Mr. Faulkner supervised the collection activities of NOS/ANI.
45. During the period 1996 through 2002, NOS operated with its subsidiaries and affiliates ANI and NOSVA, from a shared facility in Las Vegas, NV.
46. During the period December 2001 to April 2002, NOS/ANI had a department called the Quality Assurance Department.

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<sup>5</sup> 47 U.S.C. § 258.

<sup>6</sup> 47 C.F.R. §§ 64.1120(c), 64.1130.

47. NOS/ANI's Quality Assurance Department engaged in NOS/ANI's winback activities.
48. During the period December 2001 through May 2002, NOS/ANI employees involved in winback activities earned commissions based on the number of former customers the employee induced to execute NOS/ANI LOAs.
49. During the period June 2002 to April 2003, NOS/ANI employees involved in winback activities earned commissions based on the number of former customers the employee induced to execute NOS/ANI LOAs.
50. During the period June 2002 to April 2003, the purpose of NOS/ANI's winback activities was to induce former customers that had switched their telephone service provider from NOS/ANI to authorize a switch back to NOS/ANI.
51. The purpose of NOS/ANI's winback activities continues to be to induce former customers that had switched their telephone service provider from NOS/ANI to authorize a switch back to NOS/ANI.
52. During the period December 2001 to May 2002, NOS/ANI had a telephone monitoring system referred to as "NICE."
53. The NICE telephone monitoring system gave authorized personnel access to live or previously recorded (archived) telephone calls throughout the company.
54. The NICE system permitted recorded conversations to be sent electronically via "wav" files.

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<sup>7</sup> 47 U.S.C. § 201(b).



55. *During the period December 2001 to May 2002, Bill Fleischman oversaw the operations of the NICE system of NOS/ANI.*
56. During the period December 2001 to May 2002, Nate Brown was the Vice President of Information Systems of NOS/ANI.
57. During the period December 2001 to May 2002, Robert Faulkner was an authorized user of the NICE system of NOS/ANI.
58. During the period December 2001 to May 2002, NOS/ANI employed Tim Slingerland.
59. During the period December 2001 to May 2002, NOS/ANI employed Marsha Gibbs.
60. Mash Gibbs is currently an employee of NOS/ANI.
61. At some time during the period December 2001 to May 2002, Tim Slingerland and Marsha Gibbs worked in the Quality Assurance Department of NOS/ANI.

Winback Script

62. Attachment A is a true and accurate copy of a NOS/ANI document entitled "DM Presentation Winback 1" (as amended, the "Winback Script").
63. NOS/ANI employees used the Winback Script when making winback calls to former NOS/ANI customers.
64. NOS/ANI employees followed the Winback Script at the direction of NOS/ANI Management.

65. *The purpose of the Winback Script was to facilitate NOS/ANI employees' efforts to induce former customers to authorize the switch from their other telephone service providers back to NOS/ANI.*
66. The Winback Script was created and adopted by NOS/ANI Management in approximately December 2001.
67. The Winback Script was revised by NOS/ANI several times between December 2001 and April 2002.
68. NOS/ANI Management provided the Winback Script to its branch managers and sales representatives for routine use on winback calls.
69. One or more NOS/ANI officers reviewed the Winback Script.
70. One or more NOS/ANI directors reviewed the Winback Script.
71. One or more members of NOS/ANI Management, other than NOS/ANI's officers and directors, reviewed the Winback Script.
72. NOS/ANI employees making winback calls used a revised form of the Winback Script during the period June 2002 through April 2003.
73. One or more NOS/ANI officers reviewed the revised Winback Script during the period June 2002 to April 2003.
74. One or more NOS/ANI directors reviewed the revised Winback Script during the period June 2002 to April 2003.
75. One or more members of NOS/ANI Management, other than NOS/ANI's officers and directors, reviewed the revised Winback Script during the period June 2002 to April 2003.

76. *Joseph Kopp* reviewed the Winback Script during the period December 2001 to April 2003.
77. Robert Lichtensten reviewed the Winback Script during the period December 2001 to April 2003.
78. Michael Arnau reviewed the Winback Script during the period December 2001 to April 2003.
79. A representative of the Rosetta Delug Family Trust reviewed the Winback Script during the period December 2001 to April 2003.
80. Karol Frodsham reviewed the Winback Script during the period December 2001 to April 2003.
81. NOS/ANI Management permitted its employees using the Winback Script to alter or embellish the statements in the Winback Script in calls to customers.
82. When a NOS/ANI employee engaged in a winback call, the customer's telephone service had been switched already from NOS/ANI to a new carrier.
83. During the period December 2001 to May 2002, the number of NOS/ANI customer complaints alleging that the customer's service had been switched back to NOS/ANI without the customer's authorization increased from the number received prior to the winback program.
84. During the period December 2001 to May 2002, the number of NOS/ANI customer complaints alleging that the NOS/ANI employees exerted undue pressure on them to authorize a switch back to NOS/ANI increased from the number received prior to the winback program.

85. When a NOS/ANI employee engaged in a winback call, the following statement in the Winback Script was misleading because the call was made after the customer's lines had been switched already from NOS/ANI: "Your lines are still billing on our service."
86. When it approved the Winback Script, NOS/ANI Management knew that the following statement in the Winback Script would be misleading because NOS/ANI Management knew that a NOS/ANI employee would make the statement when speaking with a customer whose lines had been switched already: "Your lines are still billing on our service."
87. When a NOS/ANI employee engaged in a winback call, the following statement in the Winback Script was misleading because the customer's lines had been switched already to the customer's new preferred carrier: "I imagine you want [your lines] left up and running till the new carrier picks them up . . . . right."
88. When it approved the Winback Script, NOS/ANI Management knew that the following statement in the Winback Script would be misleading because NOS/ANI Management knew that a NOS/ANI employee would make the statement when speaking with a customer whose lines had been switched already to the customer's new preferred carrier: "I imagine you want [your lines] left up and running till the new carrier picks them up . . . . right."
89. When a NOS/ANI employee engaged in a winback call, the following statement in the Winback Script was misleading because the customer would not lose telephone service if he/she did not sign the LOA: "I'm also gonna

send you another Letter of Agency. . . . [MUST SAY] This will allow us to keep all your lines up and running, including yer local service (DM NAME) . . . Just until they can properly switch them.”

90. When it approved the Winback Script, NOS/ANI Management knew that the following statement in the Winback Script would be misleading because NOS/ANI Management knew that a NOS/ANI employee would make the statement when speaking with a customer whose lines had been switched already and who would not lose telephone service if he/she did not sign the LOA: “I’m also gonna send you another Letter of Agency. . . . [MUST SAY] This will allow us to keep all your lines up and running, including yer local service (DM NAME) . . . Just until they can properly switch them.”
91. When a NOS/ANI employee engaged in a winback call, the following statement in the Winback Script was misleading because the NOS/ANI LOA was not merely a temporary authorization for NOS/ANI to maintain the service until the new carrier switched the lines but instead would authorize a switch back to NOS/ANI: “I’m also gonna send you another Letter of Agency. . . . [MUST SAY] This will allow us to keep all your lines up and running, including yer local service (DM NAME) . . . Just until they can properly switch them.”
92. When it approved the Winback Script, NOS/ANI Management knew that the following statement in the Winback Script would be misleading because NOS/ANI Management knew when the NOS/ANI employee would make the statement the NOS/ANI LOA was not merely a temporary authorization for

*NOS/ANI to maintain the service until the new carrier switched the lines, but instead would authorize a switch back to NOS/ANI: "I'm also gonna send you another Letter of Agency. . . . [MUST SAY] This will allow us to keep all your lines up and running, including yer local service (DM NAME) . . . Just until they can properly switch them."*

93. When a NOS/ANI employee engaged in a winback call, the following statement in the Winback Script was misleading because the new carrier would have switched the customers lines already: "Now because you've signed a letter of agency with another company . . . and they didn't pick up all your lines at once . . . this could cause a disruption to your service. . . so I'm calling to confirm that you still want ALL your lines left up and running for now."
94. When it approved the Winback Script, NOS/ANI Management knew that the following statement in the Winback Script would be misleading because NOS/ANI Management knew that a NOS/ANI employee would make the statement when speaking with a customer whose new carrier would have switched the customer's lines already: "Now because you've signed a letter of agency with another company . . . and they didn't pick up all your lines at once . . . this could cause a disruption to your service. . . so I'm calling to confirm that you still want ALL your lines left up and running for now."
95. When a NOS/ANI employee engaged in a winback call, the following statement in the Winback Script was misleading because the customer's signing an LOA with a new carrier would not cause a disruption to the

customer's telephone service: "Now because you've signed a letter of agency with another company . . . and they didn't pick up all your lines at once . . . this could cause a disruption to your service. . . so I'm calling to confirm that you still want ALL your lines left up and running for now."

96. When it approved the Winback Script, NOS/ANI Management knew that the following statement in the Winback Script would be misleading because NOS/ANI Management knew that when the NOS/ANI employee would make the statement, the customer's signing an LOA with a new carrier would not cause a disruption to the customer's telephone service: "Now because you've signed a letter of agency with another company . . . and they didn't pick up all your lines at once . . . this could cause a disruption to your service. . . so I'm calling to confirm that you still want ALL your lines left up and running for now."
97. When a NOS/ANI employee engaged in a winback call, the following statement in the Winback Script was false because the new carrier would have switched the customer's lines already: "Now because you've signed a letter of agency with another company . . . and they didn't pick up all your lines at once . . . this could cause a disruption to your service. . . so I'm calling to confirm that you still want ALL your lines left up and running for now."
98. When it approved the Winback Script, NOS/ANI Management knew that the following statement in the Winback Script would be false because NOS/ANI Management knew that a NOS/ANI employee would make the statement when speaking with a customer whose new carrier had switched the

customer's lines already: "Now because you've signed a letter of agency with another company . . . . and they didn't pick up all your lines at once . . . . this could cause a disruption to your service. . . . so I'm calling to confirm that you still want ALL your lines left up and running for now."

99. When a NOS/ANI employee engaged in a winback call, the following statement in the Winback Script was false: "Unfortunately (DM NAME) . . . our tariff does not allow us to service partial line accounts."
100. When it approved the Winback Script, NOS/ANI Management knew that the following statement in the Winback Script would be false when the NOS/ANI employee made the statement: "Unfortunately (DM NAME) . . . our tariff does not allow us to service partial line accounts."
101. When a NOS/ANI employee engaged in a winback call, the following statement in the Winback Script was misleading because it implied that a NOS/ANI tariff provision required prior Commission approval:  
"Unfortunately (DM NAME) . . . our tariff does not allow us to service partial line accounts."
102. When it approved the Winback Script, NOS/ANI Management knew that the following statement in the Winback Script would be misleading because NOS/ANI Management knew when a NOS/ANI employee would make the statement it would imply that a NOS/ANI tariff provision requires prior Commission approval: "Unfortunately (DM NAME) . . . our tariff does not allow us to service partial line accounts ."



103. NOS/ANI is not required by law to obtain Commission approval of its tariff provisions.
104. When a NOS/ANI employee engaged in a winback call, the following statement in the Winback Script was misleading because the NOS/ANI system was not set up to take down accounts that had partial lines still billing: "[O]ur system is set up to take down accounts that have partial lines still billing . . . so I'm calling to confirm that you want these lines left up and running for now."
105. When it approved the Winback Script, NOS/ANI Management knew that the following statement in the Winback Script would be false because NOS/ANI Management knew that when a NOS/ANI employee would make the statement the NOS/ANI system would not be set up to take down accounts that had partial lines still billing: "[O]ur system is set up to take down accounts that have partial lines still billing . . . so I'm calling to confirm that you want these lines left up and running for now."
106. When a NOS/ANI employee engaged in a winback call, the following statement in the Winback Script was false because the NOS/ANI employee could not monitor current call traffic on the customer's lines: "[O]ur system is set up to take down accounts that have partial lines still billing . . . so I'm calling to confirm that you want these lines left up and running for now."
107. When it approved the Winback Script, NOS/ANI Management knew that the following statement in the Winback Script would be false because NOS/ANI Management knew that when a NOS/ANI employee would make the

statement the NOS/ANI employee would not be able to monitor current call traffic on the customer's lines: "[O]ur system is set up to take down accounts that have partial lines still billing . . . so I'm calling to confirm that you want these lines left up and running for now."

108. When a NOS/ANI employee engaged in a winback call, the following statement in the Winback Script was misleading because the customer's lines would have been switched already: "[O]ur system is set up to take down accounts that have partial lines still billing . . . so I'm calling to confirm that you want these lines left up and running for now."
109. When it approved the Winback Script, NOS/ANI Management knew that the following statement in the Winback Script would be misleading because NOS/ANI Management knew that a NOS/ANI employee would make the statement when the customer's lines had been switched already: "[O]ur system is set up to take down accounts that have partial lines still billing . . . so I'm calling to confirm that you want these lines left up and running for now."
110. When a NOS/ANI employee engaged in a winback call, the following statement in the Winback Script was misleading because the calls with the local phone company referred to in the following statement did not usually take about 20 minutes: "[W]e may have to conference you in with the local phone company . . . which usually takes about 20 minutes. . . or . . . if it's ok to just use your name . . . we take care of it ourselves . . . this way we don't have to bug ya anymore is that O.K."

111. When it approved the Winback Script, NOS/ANI Management knew that the following statement in the Winback Script would be misleading because NOS/ANI Management knew that when a NOS/ANI employee would make the statement the calls with the local phone company referred to in the following statement would not usually take about 20 minutes: "[W]e may have to conference you in with the local phone company . . . which usually takes about 20 minutes. . . or . . . if it's ok to just use your name . . . we take care of it ourselves . . . this way we don't have to bug ya anymore is that O.K."
112. When a NOS/ANI employee engaged in a winback call, the following statement in the Winback Script was deceptive because 47 C.F.R. § 64.1120 does not permit NOS/ANI employees to use customers' names to switch carriers: "[W]e may have to conference you in with the local phone company . . . which usually takes about 20 minutes. . . or . . . if it's ok to just use your name . . . we take care of it ourselves . . . this way we don't have to bug ya anymore is that O.K."
113. When it approved the Winback Script, NOS/ANI Management knew that the following statement in the Winback Script would be deceptive because 47 C.F.R. § 64.1120 does not permit NOS/ANI employees to use customer's names to switch carriers: "[W]e may have to conference you in with the local phone company . . . which usually takes about 20 minutes. . . or . . . if it's ok to just use your name . . . we take care of it ourselves . . . this way we don't have to bug ya anymore is that O.K."

114. When a NOS/ANI employee engaged in a winback call, the following statement in the Winback Script was misleading because the customer would still have service without signing a NOS/ANI LOA: "all I need you to do is just sign and date [the LOA] and fax it back at (COMPANY FAX) . . . and you'll still have service . . ."
115. When it approved the Winback Script, NOS/ANI Management knew that the following statement in the Winback Script would be misleading because NOS/ANI Management knew that when a NOS/ANI employee would make the statement, the customer would still have service without signing a NOS/ANI LOA: "all I need you to do is just sign and date [the LOA] and fax it back at (COMPANY FAX) . . . and you'll still have service . . ."
116. When a NOS/ANI employee engaged in a winback call, the answer to the example question in the Winback Script, "Can you just leave my lines up for a couple of days?" which stated "Answer: We can leave them until tomorrow, if that will help you" was misleading because the customer's service would have been switched to another carrier already.
117. When it approved the Winback Script, NOS/ANI Management knew that the answer to the example question in the Winback Script, "Can you just leave my lines up for a couple of days?" which stated "Answer: We can leave them until tomorrow, if that will help you" would be misleading because, NOS/ANI Management knew that when the language would be used in a winback call, the customer's service would have been switched already to another carrier.

118. The use by NOS/ANI employees of the Winback Script in winback calls to existing or former customers was deceptive.
119. At the time NOS/ANI employees used the Winback Script on winback calls to existing or former customers, NOS/ANI Management knew that such use was deceptive.
120. NOS/ANI Management intended to deceive existing or former customers into signing NOS/ANI LOAs by authorizing its employee's use of the Winback Script in winback calls to existing or former customers.
121. During the period December 2001 to September 2002, consistent with the Winback Script, NOS/ANI employees told existing or former customers that the customer's chosen carrier was having problems completing the customer's request to establish new service.
122. On one or more occasions when a NOS/ANI employee following the Winback Script told an existing or former customer that the customer's chosen carrier was having problems completing the customer's request to establish new service, the statement was false.
123. On one or more occasions when a NOS/ANI employee following the Winback Script told an existing or former customer that the customer's chosen carrier was having problems completing the customer's request to establish new service, the NOS/ANI employee knew the statement was false.
124. On one or more occasions when a NOS/ANI employee following the Winback Script told an existing or former customer that the customer's chosen carrier

was having problems completing the customer's request to establish new service, NOS/ANI Management knew the statement was false.

125. During the period December 2001 through September 2002, NOS/ANI employees following the Winback Script told existing or former customers that the customer's phone service would be cut off if the customer failed to sign a NOS/ANI LOA.
126. On one or more occasions when a NOS/ANI employee following the Winback Script told an existing or former customer that its phone service would be cut off if it failed to sign a NOS/ANI LOA, the statement was false.
127. On one or more occasions when a NOS/ANI employee following the Winback Script told an existing or former customer that its phone service would be cut off if it failed to sign a NOS/ANI LOA, the NOS/ANI employee knew the statement was false.
128. On one or more occasions when a NOS/ANI employee following the Winback Script told an existing or former customer that its phone service would be cut off if it failed to sign a NOS/ANI LOA, NOS/ANI Management knew that the statement was false.
129. During the period December 2001 through September 2002, NOS/ANI employees following the Winback Script told existing or former customers that signing a NOS/ANI LOA would maintain the customer's NOS/ANI service only temporarily, until the customer's chosen carrier had completed the switch.

130. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing or former customer that signing a NOS/ANI LOA would maintain the customer's NOS/ANI service only temporarily, until the customer's chosen carrier had completed the switch, the statement was false.
131. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing or former customer that signing a NOS/ANI LOA would maintain the customer's NOS/ANI service only temporarily, until the customer's chosen carrier had completed the switch, the NOS/ANI employee knew the statement was false.
132. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing or former customer that signing a NOS/ANI LOA would maintain the customer's NOS/ANI service only temporarily, until the customer's chosen carrier had completed the switch, NOS/ANI Management knew the statement was false.
133. During the period December 2001 through September 2002, NOS/ANI employees following the Winback Script told existing or former customers that NOS/ANI was showing current call traffic from the customers' lines.
134. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing or former customer that NOS/ANI was showing current call traffic from the customer's lines the statement was false.
135. On one or more occasions in which a NOS/ANI employee following the Winback Script told a customer that NOS/ANI was showing current call

traffic from the customer's lines, the NOS/ANI employee knew the statement was false.

136. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing or former customer that NOS/ANI was showing current call traffic from the customer's lines, NOS/ANI Management knew the statement was false.
137. During the period December 2001 to September 2002, NOS/ANI was technically unable to monitor the call traffic on customers' lines in real time.
138. During the period December 2001 to September 2002, NOS/ANI employees following the Winback Script told existing or former customers that the employee was calling from the Cancel or Operations Cancel Department.
139. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing of former customer that the employee was calling from the Cancel or Operations Cancel Department, the statement was false.
140. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing or former customer that the employee was calling from the Cancel or Operations Cancel Department, the NOS/ANI employee knew that the statement was false.
141. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing or former customer that the employee was calling from the Cancel or Operations Cancel Department, NOS/ANI Management knew that the statement was false.



142. During the period December 2001 to September 2002, NOS/ANI did not have a *Cancel or Operations Cancel Department*.
143. During the period December 2001 to September 2002, NOS/ANI employees following the Winback Script told existing or former customers that NOS/ANI had received a warning that the customer's telephone service would be cut off.
144. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing or former customer that NOS/ANI had received a warning that the customer's telephone service would be cut off, the statement was false.
145. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing or former customer that NOS/ANI had received a warning that the customer's telephone service would be cut off, the NOS/ANI employee knew the statement was false.
146. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing or former customer that NOS/ANI had received a warning that the customer's telephone service would be cut off, NOS/ANI Management knew the statement was false.
147. NOS/ANI's Quality Assurance Department contacted existing or former customers following the Winback Script because NOS/ANI had received notification from MCI/WorldCom that the customer had switched its telephone service from NOS/ANI.